Annexure B 1 (updated): Two cover System

BENGALURU METROPOLITAN TRANSPORT CORPORATION
CENTRAL OFFICES: STORES AND PURCHASE DEPT: BANGALORE- 560027

STANDARD TERMS & CONDITIONS

Sub: Engaging a Goods Transport Agency for to & fro transportation of Stores materials from Central Stores to Depots.

Ref: Tender No.BMTC/2023-24/SE0192

1. SUBMISSION OF TENDER DOCUMENTS

i) The Tender shall be submitted through e-Procurement Portal (https://kppp.karnataka.gov.in). Vendors need to register the e-Procurement portal to submit their bids online. The tender document can be viewed free of cost on e-Procurement Portal.

ii) The Tender is invited as per provisions of the Karnataka Transparency in Public Procurement ACT-1999 in **two cover** system i.e., Pre qualification (Technical) and Commercial offer separately .The following documents are available in the Tender Document.

iii) **Annexure A** –Pre-qualification form (to be filled and uploaded in the same file and format).

iv) **Annexure A-1** in respect of payment of Tender Processing Fee and Earnest Money Deposit (to be filled and uploaded in the same file and format).

v) **Annexure B** –Terms and Conditions, Specifications (in the view only format and can be downloaded)

vi) **Annexure B-1** – Terms and Conditions (in the view only format and can be downloaded)

vii) **CA certificate** – Turnover Details (to be filled and uploaded in the same file and format)

viii) **Declaration format-1-**Declaration towards offering lowest rate on Rs. 20 Bond paper (in the view only format and can be downloaded-to be up loaded and attached to Pre-qualification offer duly filled).

ix) **Additional format** (in the view only format and can be downloaded – to be up loaded and attached to pre-qualification offer duly filled).

x) The offer with condition are liable to be rejected.

2. Submission of Pre-qualification Offer through e-Procurement portal.

i) In the first cover Pre-qualification details as specified in the Annexure-A should be filled and the same should be uploaded.

ii) The tenderers shall pay the tender processing fee and EMD through any of the following e-payment modes. The details are available at the end of this document.

(a) Credit Card
(b) Debit Card
(c) National Electronic Fund Transfer (NEFT)
(d) Over the Counter (OTC) (ICICI Bank)

iii) The necessary pre-qualification documents shall be scanned and attached along with Annexure-A and Annexure-A1. The Pre-Qualification offer without attachment of scanned image will be disqualified.

3. Submission of Commercial Offer through e- Procurement portal

The Commercial details as specified in the tender shall be filled in the same format, which shall be encrypted using the Digital Signature Certificate of the tenderer. The End rate shall be provided by the tenderer in the appropriate field against each item. The Commercial offer shall not be submitted in hard copy. **Only commercial offer uploaded through e-procurement portal will be considered for evaluation**. The uploading of commercial offer along with the pre-qualification offer, lead to the disqualification of the firm.

4. OPENING OF TENDERS

i) The Tenders will be opened online on the due date and time at the Stores and Purchase Branch, Central Offices, BMTC, Bangalore - 560 027.

ii) The Tenderers or their representatives can be present on the date, time and place of opening of the Pre-qualification and Commercial Offer on the respective dates, when the commercial details of the Tenderers can be viewed.

iii) The commercial bids of the Tenderers, who are pre-qualified will only be opened.

iv) The Commercial offers of all the Tenderers which are opened are available for free view in the Web site to all the Tenderers, from the date and time of its opening.

5. PRICES:

The Prices should be includes cost of HSD, Maintenance of Trucks, wages to the Driver, Bata etc.,. The end rate inclusive of all taxes (IN INDIAN RUPEES) shall be uploaded by the bidder in the e. procurement portal.

6. PRE-AWARD PENAL CLAUSE:

After opening of the tender, if any supplier **WITHDRAW** their offer in view of wrong quote in the e. procurement portal OR claim any modifications on their offered basic rates ie., inclusive of discount, packing, forwarding, freight charges, insurance and other incidental charges (other than variations in statutory levies due to Govt. policy), the offer of such firm will not be considered and the firm will be **BLACK LISTED FOR TWO FUTURE TENDER CYCLES** beside forfeiting their EMD.

7. PAYMENT:

100% payment within 30 days from the date of submission of the bills, subject to submission of security deposit.

*** Please note that "no other payment conditions" will be accepted by the BMTC.

8. DELIVERY:

i) The successful Tenderer has to provide the ordered quantity of vehicles as per the Delivery schedule given in the work Order or as per the revised delivery schedule if any, furnished by the consignee.

ii) The Tenderers are requested to indicate the minimum lead-time required for delivery, from the Date of Purchase Order.

iii) Failure of providing the services/vehicles as per the delivery schedule furnished in the purchase order or the revised delivery schedule furnished by the consignees will lead to disqualification in the future tenders besides forfeiting the EMD.

9. VALIDITY:

i) The Offer should be valid for 90 days from the date of opening of the Tender and the successful Tenderer has to extend the validity of the Offers till the completion of the Purchase Order. He should hold the prices valid for the tender period and should give a commitment in this regard in the first bid itself. No increase in the rate decided on any account will be entertained during the period of execution of the Tender.

ii) The Tender inviting Authority may seek extension of the initial validity of offer by writing, in case of delay in acceptance of the tenders.

10. EARNEST MONEY DEPOSIT:

i) The EMD (Refundable to unsuccessful bidders) as prescribed shall be submitted online through the e-Procurement portal using any of the following 4 modes.

1. Credit Card
2. Debit Card
3. National Electronic Fund Transfer (NEFT)
4. Over the Counter (OTC) (ICICI Bank)

ii) The EMD will be forfeited in the following cases:-

a) If the Tenderer withdraw the Quotation or make any modification in the Rates, Terms and Conditions before the expiry of the initial validity period i.e., 90 days from the date of opening of the Tender.

b) If the specified Security Deposit is not paid within Seven days on acceptance of the offer.

11. SECURITY DEPOSIT:

i) The successful Tenderer will be intimated through letter of Intent regarding providing of vehicles with the details of Quantity, Rate and other Terms and conditions with a request to submit the Security Deposit as prescribed and to start providing vehicles simultaneously so as to release the regular work Order.

ii) Before starting the providing vehicles, the successful Tenderer has to pay Security Deposit as prescribed, in the form of DD drawn in favor of the CAO-FA, BMTC, Central Offices, Bangalore -560027 Or Bank Guarantee of any Nationalized Banks OR Public Sector Banks OR Private Sector Banks – Indian Banks in favour of Controller of Stores & Purchases, BMTC, Central Offices, Bangalore: 560 027. The Bank Guarantee should be submitted in the format prescribed by the Corporation. The Bank guarantee submitted in any other manner is not acceptable. **The Bank Guarantee should be valid up to 15 months from the date of Letter of Intent**. The Corporation reserves the right to accept the Security Deposit in any other forms. The Regular work Order will be placed only on receipt of the Security Deposit.

iii) The Security Deposit is liable to be forfeited either in full or in part, if the Tenderer on whom the purchase order is placed, fails to complete the services as per the terms and conditions of the purchase orders or in case of non settlement of claims. The Security Deposit will be refunded after completion of services OR after settlement of all claims.

iv) The Security Deposit does not carry any interest.

12. RISK PURCHASE / PENAL CLAUSE:

i) If service are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will work such requirements from any available source and this extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security Deposit. Further the default supplier has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.

ii) The services should meet the specific requirement/specifications as prescribed in the Tender. If the services do not confirm and if the

services are not effected as per delivery schedule, the BMTC reserves the right to Black list the firm.

13. GENERAL:

i) The Quantity indicated in the tender is approximate requirement. However, the actual quantity may vary as per the requirements at the time of releasing the order. Accordingly services are to be effected.

ii) The Tender Accepting Authority at any time before passing an order of acceptance may reject all the tenders on the ground of charges in the scope of work, failure of anticipated finical source, accidents, calamities, or any other grounds which would render the procurement un-necessary or impossible.

iii) The service provider shall undertake to abide by all the terms and conditions of the tender.

iv) In the matter of any disputes, the decision of the Managing Director, BMTC, is binding on all the Tenderers.

14. DECLARATION FORM-1:

v) The Tenderer should declare that the rates quoted by them in the tender is lowest and they have not quoted/provide the vehicles to any other STU'S/ organizations during the preceding one year at less than the rates offered by them in the subject tender.

vi) If the service provider has provided the vehicles to any other customers during the preceding one year, at less than the rates offered by them in the subject tender, the firm shall furnish the details such as:

a) Name of the STU/ Organization to whom the services were made.

b) Rates offered to them

c) The reasons for variation

d) Quantity offered/ supplied

vii) The above declaration shall be given on the stamp paper of Rs.20/- as per the format provided. If the tenderer is found guilty i.e., given wrong information in this regard as on the date of tender opening, they will be liable for disqualification.

viii) The Declaration shall be scanned and attached along with Annexure A 'Pre-qualification Offer' in electronic mode (scanned).

15. WORK INSPECTION

The BMTC reserve the right to conduct office Inspection of the Tenderers at any time to ensure that the firm is having required infrastructure

facility to execute the orders and disqualify the firm, if found the Tenderer is not having required infrastructure facility.

16. FRAUDULENT PRACTICES:

i) Tenderers/ Suppliers / Contractors should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the BMTC to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

ii) Tenderers / Suppliers/ Contractors shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

iii) Tenderers / Suppliers/ Contractors shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Tender and prior to the notification of the Award and if any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

iv) In such cases, the Tender inviting authority

   i. Will reject a proposal for award if it determines that the Tenderers/Suppliers/ Contractors recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

v) Debarment of tenderers: The procurement entity may debar tenderers, for a period not exceeding three years, from participation in its tenders, following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity with a fraudulent intention.

vi) Furthermore, Tenderers / Suppliers/ Contractors shall be aware of the provision stated below:

vii) The Tenderers / Suppliers / Contractors shall permit the BMTC to inspect their accounts and records relating to the performance and to have them audited by auditors appointed by BMTC, if so required.

viii) BMTC may at any time terminate the Contract by giving written notice to the Tenderers / Suppliers / Contractors, if they becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderers / Suppliers / Contractors, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BMTC.

ix) Termination for Default:

i. BMTC may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Tenderers / Suppliers / Contractors, terminate the Contract in whole or part:

ii. If the Tenderers / Suppliers / Contractors fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or

iii. If the Tenderers / Suppliers / Contractors fails to perform any other obligation(s) under the Contract.

iv. In the matter of any disputes, the decision of the Managing Director, BMTC is binding on all the Tenderers / Suppliers / Contractors. In case of any legal dispute arising between BMTC and any Tenderers shall be within the jurisdiction of Bangalore Civil Courts only.

17. ARBITRATION CLAUSE:

Any dispute or difference or claim arising out of, or in connection with, or relating to the present contract or the breach, termination or invalidity thereof. Shall be referred and settled under the Arbitration Centre – Karnataka (Domestic & International) Rules 2012, by one or more arbitrators appointed in accordance with its rules.

CONTROLLER OF STORES AND PURCHASES
[TENDER INVITING AUTHORITY]